Postal Regulatory Commission Submitted 12/7/2017 12:00:00 PM Filing ID: 102771 Accepted 12/7/2017

Before the POSTAL REGULATORY COMMISSION WASHINGTON, DC 20268-0001

Competitive Product Prices Priority Mail Priority Mail Contract 381 Docket No. MC2018-41

Competitive Product Prices
Priority Contract 381 (MC2018-41)
Negotiated Service Agreement

Docket No. CP2018-71

PUBLIC REPRESENTATIVE COMMENTS ON REQUEST OF THE UNITED STATES POSTAL SERVICE TO ADD PRIORITY MAIL CONTRACT 381 TO THE COMPETITIVE PRODUCT LIST

(December 7, 2017)

The Public Representative hereby provides comments pursuant to a Commission notice initiating this docket.¹ In that Notice, the Commission established the above referenced docket to receive comments from interested persons, including the undersigned Public Representative, on the Postal Service's request to add Priority Mail Contract 381 to the competitive products list.

The Public Representative has reviewed the Postal Service's Request, Statement of Supporting Justification, attached contract, Certification of Compliance with 39 U.S.C. 3633(a), the Postal Service's proposed revised changes to the Mail Classification Schedule (MCS), and the supporting financial models for the contract filed separately under seal.

¹ Notice Initiating Docket(s) for Recent Postal Service Negotiated Service Agreement Filings. December 4, 2017. (Notice)

The contract is expected to remain in effect for a period of three years.² The Commission has an opportunity to conduct an annual compliance review in its Annual Compliance Determination.

The Public Representative concludes that the Priority Mail Contract 381 satisfies the criteria of section 3642(b), concerning the classification of new competitive products, and complies with the requirements of section 3633(a), concerning rates for competitive products.

The Public Representative respectfully submits the foregoing comments for the Commission's consideration.

Curtis Kidd Public Representative

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² The contract may be (1) terminated by either party with 30 days' notice to the other party in writing, (2) renewed by mutual agreement in writing, (3) superseded by a subsequent contract between the parties, (4) ordered by the Commission or a court, or (5) required to comply with subsequently enacted legislation. Request; Attachment B at 3.